

LOUISE LAWRENZ, M. K. LAW-  
RENZ and KNUD JENSEN,

Plaintiffs,

-VS-

W. D. STAPLETON,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes the Defendant, W. D. Stapleton, and for Plea  
to the Complaint in this cause, says:-

FIRST:-

Non-assumpsit.

SECOND:

That the Notes which are the basis of this suit were  
paid prior to the bringing of this suit.

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Attorneys for Defendant.

CERTIFICATE OF JUDGMENT

The State of Alabama, }  
Baldwin County

Circuit Court, September. Term, 1942

Luoise Lawrenz. M K Lawrenz. and Knud Jensen.

PLAINTIFF.

Vs.

W D Stapleton.

DEFENDANT.

I, R S Duck., Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 28th day of September. 1942,

a Judgment was rendered by said Court in the above stated cause, wherein \_\_\_\_\_

Louise Lawrenz. M K Lawrenz. and Knud Jensen.

was Plaintiff and W D Stapleton.

\_\_\_\_\_ was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of Thirty one Thousand.

Nine Hundred Sixteen and 95/100..... DOLLARS,

and for the sum of XXXIXteen. Fifteen. and 00/100... DOLLARS,

the costs in said suit and that L loyd A Magney

\_\_\_\_\_ are the Attorneys of record for the Plaintiff  
in said cause.

Witness my hand this 12th day of November. 1942

\_\_\_\_\_  
Clerk, Circuit Court, Baldwin County, Alabama.

LOUISE LAWRENZ, ET AL,

Plaintiffs,

-vs-

W. D. STAPLETON,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes the Defendant and for further plea to the Complaint pleas:-

1st. The Defendant says that the Plaintiffs should not recover as against him in this action for in this:- That he was an accomodation endorser of the notes that are the basis of this suit, and that as an inducement for him to endorse said notes which were given for the purchase price for the merchantable timber on about eleven hundred acres of land owned by the Plaintiffs, the said Plaintiffs wrongfully and falsely represented to him that there were 2½ million feet of merchantable timber on said land, when in fact there was not over 1 million feet of merchantable timber thereon; that Defendant would not have endorsed said notes but for the said representation as to the number of feet of merchantable timber on said lands by the Plaintiffs to him.

2nd. The Defendant says that the Plaintiffs should not recover as against him in this action for in this:- That he was an accomodation endorser of the Notes that are the basis of this suit, and that as an inducement for him to endorse said notes which were given for the purchase price of the merchantable timber on about eleven hundred acres of land owned by the Plaintiffs, the Plaintiffs misrepresented to him that there were not less than 2½ million feet of merchantable timber on said land, when in fact there was not over 1 million feet of merchantable timber thereon; that Defendant would not have endorsed said notes if the Plaintiffs had made him aware of the fact that there was not over 1 million feet of merchantable timber on said lands.

3rd. The Defendant says that the Plaintiffs should not recover as against him in this action for in this:- That he was

(page two)

an accomodation endorser of the notes that are the basis of this suit, and that at the time he endorsed said notes which were given for the purchase price of the merchantable timber on about

1100 acres of land owned by the Plaintiffs, the said Plaintiffs represented to him that there were not less than

2 million number of feet of merchantable timber on said lands, when in fact there was not over 1 million number of feet of merchantable timber thereon; that Defendant would not have endorsed said notes but for the said representation of the Plaintiffs as to the amount of timber on said lands.

Thysoff, Heard & Chosov  
Attorneys for Defendant.

LOUISE LAWRENZ, M. K. LAWRENZ  
and KNUD JENSEN,

PLAINTIFFS

VS

W. D. STAPLETON,

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

AMENDED COMPLAINT

Come now the Plaintiffs and, leave of court having first been  
had and obtained, file their amended complaint, as follows:

COUNT ONE.

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND  
& 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne  
Mill Company, Inc., on, to-wit: June 18, 1928, payable to the  
Plaintiffs and endorsed by the Defendant on the same date and be-  
fore delivery, to induce the Plaintiffs, the payees of said note, to  
take the same, due March 18, 1929 with interest thereon at the rate  
of six per cent. per annum from March 18, 1929.

2. That the said note is in the words and figures following,  
to-wit:

Note No. 8

This note subject to terms of timber deed of even  
date between parties hereto

\$1,000.00

Bay Minette, Ala. June 18th, 1928

On the eighteenth day of March 1929 I, we, or either  
of us, promise to pay to the order of LOUISE LAWRENZ,  
M. K. LAWRENZ, and KNUD JENSEN One thousand and No/100  
Dollars for value received, in gold coin of the United  
States of the present standard of weight and fineness.

Negotiable and payable at State Bank of Elberta,  
Elberta, Alabama.

The parties to this instrument whether maker, endorser,  
surety or guarantor, each for himself, hereby severally  
waive as to this debt, or any renewal thereof, all  
rights to exemption under the Constitution and Laws of  
Alabama, as to personal property, and they each sever-  
ally agree to pay all costs of collecting or securing or  
attempting to collect or secure this note, including a  
reasonable attorney's fee, whether the same be collected  
or secured by suit or otherwise, and the maker, endor-  
ser, surety or guarantor of this note severally waives  
demand, presentment, protest, notice of protest, suit  
and all other requirements necessary to hold them, and  
they agree that time of payment may be extended without  
notice to them of such extension. The bank at which this  
note is payable is hereby authorized to apply, on or  
after maturity to the payment of this debt any funds

in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. All suits for the collection of this note may be prosecuted in any County in the State that the payee or assignee elects.

Interest at 6% from above Byrne Mill Company, Inc. (Seal)  
due date.

Witness our Hand and seal the By W. H. Byrne (Seal)  
day above given. As Its President.

Witness R. W. Byrne (Seal)  
As Its Secretary.

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On the back of said note appears the following:

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution or other process of the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of American, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services, rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. Each and Every endorser of this note hereby waives demand; protest and notice of protest, and all requirements necessary to hold them as endorsers.

W. D. Stapleton

3. Plaintiffs aver that in, by and as a part of the note here sued upon the Defendant expressly waived demand, protest and notice of protest, and all requirements necessary to hold him as an endorser and agreed that time of payment may be extended without notice to him of such extension, and of such waiver and agreement the Plaintiffs now claim the benefit.

#### COUNT TWO

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc., on, to-wit: June 18, 1928, payable to the Plaintiffs and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due April 18, 1929 with interest thereon at the rate of six per cent. per annum from April 18, 1929.

2. Plaintiffs aver that the note sued on in Count Two hereof is identical with the note set out in Paragraph Two of Count One

hereof except that it is Note No. Nine, instead of Note No. Eight and that the due date thereof is the 18th day of April, 1929 instead of the 18th day of March, 1929, and Plaintiffs refer to Count One hereof for the words and figures of said note and incorporate by such reference Paragraph Two of said Count One, as Paragraph Two of this Count of their Complaint, with the exceptions and changes herein noted.

3. Plaintiffs hereby refer to, and by such reference incorporate in this Count of their Complaint the allegations of Paragraph Three of Count One.

#### COUNT THREE

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc., on, to-wit: June 18, 1928, payable to the Plaintiffs and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due May 18, 1929 with interest thereon at the rate of six per cent. per annum from May 18, 1929.

2. Plaintiffs aver that the note sued on in Count Three hereof is identical with the note set out in Paragraph Two of Count One hereof except that it is Note No. Ten, instead of Note No. Eight and that the due date thereof is the 18th day of May, 1929 instead of the 18th day of March, 1929, and Plaintiffs refer to Count One hereof for the words and figures of said note and incorporate by such reference Paragraph Two of said Count One, as Paragraph Two of this Count of their Complaint, with the exceptions and changes herein noted.

3. Plaintiffs hereby refer to, and by such reference incorporate in this Count of their Complaint the allegations of Paragraph Three of Count One.

#### COUNT FOUR

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc., on, to-wit: June 18, 1928, payable to the Plaintiffs and endorsed by the Defendant on the same date and before

delivery, to induce the Plaintiffs, the payees of said note, to take the same, due June 18, 1929 with interest thereon at the rate of six per cent. per annum from June 18, 1929,

2. Plaintiffs aver that the note sued on in Count Four hereof is identical with the note set out in Paragraph Two of Count One hereof except that it is Note No. Eleven, instead of Note No. Eight and that the due date thereof is the 18th day of June, 1929 instead of the 18th day of March, 1929, and Plaintiffs refer to Count One hereof for the words and figures of said note and incorporate by such reference Paragraph Two of said Count One, as Paragraph Two of this Count of their Complaint, with the exceptions and changes herein noted.

3. Plaintiffs hereby refer to, and by such reference incorporate in this Count of their Complaint the allegations of Paragraph Three of Count One.

#### COUNT FIVE

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc., on, to-wit: June 18, 1928, payable to the Plaintiffs and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due July 18, 1929 with interest thereon at the rate of six per cent. per annum from July 18, 1929.

2. Plaintiffs aver that the note sued on in Count Five hereof is identical with the note set out in Paragraph Two of Count One hereof except that it is Note No. Twelve, instead of Note No. Eight and that the due date thereof is the 18th day of July, 1929 instead of the 18th day of March, 1929, and Plaintiffs refer to Count One hereof for the words and figures of said note and incorporate by such reference Paragraph Two of said Count One, as Paragraph Two of this Count of their Complaint, with the exceptions and changes herein noted.

3. Plaintiffs hereby refer to, and by such reference incorporate in this Count of their Complaint the allegations of Paragraph Three of Count One.



### COUNT SIX

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc., on, to-wit: June 18, 1928, payable to the Plaintiffs and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due August 18, 1929 with interest thereon at the rate of six per cent. per annum from August 18, 1929.

2. Plaintiffs aver that the note sued on in Count Six hereof is identical with the note set out in Paragraph Two of Count One hereof except that it is Note Thirteen, instead of Note No. Eight and that the due date thereof is the 18th day of August, 1929 instead of the 18th day of March, 1929, and Plaintiffs refer to Count One hereof for the words and figures of said note and incorporate by such reference Paragraph Two of said Count One, as Paragraph Two of this Count of their Complaint, with the exceptions and changes herein noted.

3. Plaintiffs hereby refer to, and by such reference incorporate in this Count of their Complaint the allegations of Paragraph Three of Count One.

### COUNT SEVEN

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc., on, to-wit: June 18, 1928, payable to the Plaintiffs and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due September 18, 1929 with interest thereon at the rate of six per cent. per annum from September 18, 1929.

2. Plaintiffs aver that the note sued on in Count Seven hereof is identical with the note set out in Paragraph Two of Count One hereof except that it is Note No. Fourteen, instead of Note No. Eight and that the due date thereof is the 18th day of September, 1929, instead of the 18th day of March, 1929, and Plaintiffs refer to Count One hereof for the words and figures of said note and incorporate by such reference Paragraph Two of said Count One, as Paragraph Two of

of this Count of their Complaint, with the exceptions and changes herein noted.

3. Plaintiffs hereby refer to, and by such reference incorporate in this Count of their Complaint the allegations of Paragraph Three of Count One.

#### COUNT EIGHT

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc., on, to-wit: June 18, 1929, payable to the Plaintiffs and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due October 18, 1929 with interest thereon at the rate of six per cent. per annum from October 18, 1929.

2. Plaintiffs aver that the note sued on in Count Eight hereof is identical with the note set out in Paragraph Two of Count One hereof except that it is Note. No. Fifteen, instead of Note No. Eight and that the due date thereof is the 18th day of October, 1929, instead of the 18th day of March, 1929, and Plaintiffs refer to Count One hereof for the words and figures of said note and incorporate by such reference Paragraph Two of said Count One as Paragraph Two of this Count of their Complaint, with the exceptions and changes herein noted.

3. Plaintiffs hereby refer to, and by such reference incorporate in this Count of their Complaint the allegations of Paragraph Three of Count One.

#### COUNT NINE

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc., on, to-wit: June 18, 1928, payable to the Plaintiffs and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due November 18, 1929 with interest thereon at the rate of six per cent. per annum from November, 18, 1929.

2. Plaintiffs aver that the note sued on in Count Nine hereof is identical with the note set out in Paragraph Two of Count One

hereof except that it is Note No. Sixteen, instead of Note No. Eight and that the due date thereof is the 18th day of November, 1929, instead of the 18th day of March, 1929, and Plaintiffs refer to Count One hereof for the words and figures of said note and incorporate by such reference Paragraph Two of said Count One as Paragraph Two of this Count of their Complaint, with the exceptions and changes herein noted.

3. Plaintiffs hereby refer to, and by such reference incorporate in this Count of their Complaint the allegations of Paragraph Three of Count One.

#### COUNT TEN.

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc., on, to-wit: June 18, 1929, payable to the Plaintiffs and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due December 18, 1929 with interest thereon at the rate of six per cent. per annum from December 18, 1929.

2. Plaintiffs aver that the note sued on in Count Ten hereof is identical with the note set out in Paragraph Two of Count One hereof except that it is Note No. Seventeen instead of Note No. Eight and that the due date thereof is the 18th day of December, 1929, instead of the 18th day of March, 1929, and Plaintiffs refer to Count One hereof for the words and figures of said note and incorporate by such reference Paragraph Two of said Count One as Paragraph Two of this Count of their Complaint, with the exceptions and changes herein noted.

3. Plaintiffs hereby refer to, and by such reference incorporate in this Count of their Complaint the allegations of Paragraph Three of Count One.

#### COUNT ELEVEN

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc., on, to-wit: June 18, 1928, payable to the Plaintiffs and endorsed by the Defendant on the same date and before

delivery, to induce the Plaintiffs, the payees of said note, to take the same, due January 18, 1930 with interest thereon at the rate of six per cent. per annum from January 18, 1930.

2. Plaintiffs aver that the note sued on in Count Eleven hereof is identical with the note set out in Paragraph Two of Count One hereof except that it is Note No. Eighteen instead of Note No. Eight and that the due date thereof is the 18th day of January, 1930, instead of the 18th day of March, 1929, and Plaintiffs refer to Count One hereof for the words and figures of said note and incorporate by such reference Paragraph Two of said Count One as Paragraph Two of this Count of their Complaint, with the exceptions and changes herein noted.

3. Plaintiffs hereby refer to, and by such reference incorporate in this Count of their Complaint the allegations of Paragraph Three of Count One.

#### COUNT TWELVE

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc., on, to-wit: June 18, 1928, payable to the Plaintiffs and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take same, due February 18, 1930 with interest thereon at the rate of six per cent. per annum from February 18, 1930.

2. Plaintiffs aver that the note sued on in Count Twelve hereof is identical with the note set out in Paragraph Two of Count One hereof except that it is Note No. Nineteen instead of Note No. Eight and that the due date thereof is the 18th day of February, 1930, instead of the 18th day of March, 1929, and Plaintiffs refer to Count One hereof for the words and figures of said note and incorporate by such reference Paragraph Two of said Count One as Paragraph Two of this Count of their Complaint, with the exceptions and changes herein noted.

3. Plaintiffs hereby refer to, and by such reference incorporate in this Count of their Complaint the allegations of Paragraph Three of Count One.

### COUNT THIRTEEN

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc., on, to-wit: June 18, 1928, payable to the Plaintiffs and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take same, due March 18, 1930 with interest thereon at the rate of six per cent. per annum from March 18, 1930.

2. Plaintiffs aver that the note sued on in Count Thirteen hereof is identical with the note set out in Paragraph Two of Count One hereof except that it is Note No. Twenty instead of Note No. Eight and that the due date thereof is the 18th day of March, 1930, instead of the 18th day of March, 1929, and Plaintiffs refer to Count One hereof for the words and figures of said note and incorporate by such reference Paragraph Two of said Count One as Paragraph Two of this Count of their Complaint, with the exceptions and changes herein noted.

3. Plaintiffs hereby refer to, and by such reference incorporate in this Count of their Complaint the allegations of Paragraph Three of Count One.

### COUNT FOURTEEN

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND 7 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc., on, to-wit: June 18, 1929, payable to the Plaintiffs and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take same, due April 18, 1930 with interest thereon at the rate of six per cent. per annum from April 18, 1930.

2. Plaintiffs aver that the note sued on in Count Fourteen hereof is identical with the note set out in Paragraph Two of Count One hereof except that it is Note No. Twenty-one instead of Note No. Eight and that the due date thereof is the 18th day of April, 1930, instead of the 18th day of March, 1929, and Plaintiffs refer to Count One hereof for the words and figures of said note and incorporate by such reference Paragraph Two of said Count One as Paragraph Two of this Count of their Complaint, with the exceptions and changes herein noted.

3. Plaintiffs hereby refer to, and by such reference incorporate in this Count of their Complaint the allegations of Paragraph Three of Count One.

COUNT FIFTEEN

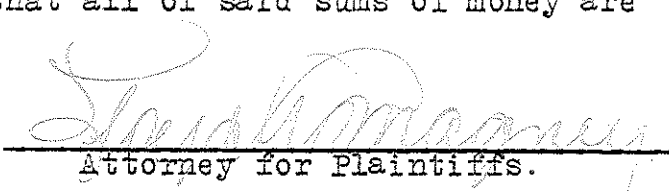
Plaintiffs aver that in, by and as a part of each of the notes sued on in Counts numbered One to Fourteen, inclusive, the Defendant agreed to pay all costs of collecting said notes, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorsers, or in collecting or attempting to collect or in securing or attempting to secure this debt, and Plaintiffs aver that the sum of FIFTEEN HUNDRED & 00/100 (\$1500.00) DOLLARS is such reasonable attorney's fee and Plaintiffs further claim said sum from the Defendant.

COUNT SIXTEEN

Plaintiffs further aver that in, by and as a part of each of the notes sued on in Counts numbered One to Fourteen hereof, inclusive, the Defendant waived all right of exemption of the property from levy and sale under execution, or other processes for the collection of debts, as provided for in the constitution and laws of the State of Alabama or any other State in the United States of America, and of such waiver Plaintiffs now claim the benefit.

COUNT SEVENTEEN

Plaintiffs further aver that all of said sums of money are still unpaid.

  
\_\_\_\_\_  
Attorney for Plaintiffs.

LLOYD A. MAGNEY  
ATTORNEY AND COUNSELLOR AT LAW  
FOLEY, ALABAMA

March 18, 1932.

Hon. T. W. Richerson,  
Clerk of Circuit Court,  
Bay Minette, Ala.

RE: LAWRENZ VS STAPLETON

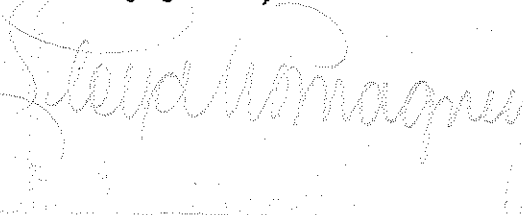
Dear Mr. Richerson:-

In this case demurrers have been filed to the complaint. I am in receipt of a letter from Mr. Moorer stating that it is agreeable with him and with Judge Turner to submit the demurrers without brief or argument and I have written agreeing to this.

I wish you would verify this with Mr. Moorer and then send the file to the Judge to pass upon the demurrers as soon as you can.

At the last session an order was entered by the Court allowing them time to file brief but that time is past and they do not intend to file a brief.

Very truly yours,



lam/lff

Letter  
from  
Margery  
for  
Caroline  
on December

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Louise Lawrenz, M. K. Lawrenz  
and Knud Jensen,  
Plaintiffs,

-vs-

W. D. Stapleton,  
Defendant.  
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IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA.  
AT LAW.

Comes the defendant and demurs to counts one to four-  
teen, both inclusive, of the complaint, and as separate grounds  
of demurrer to each of said counts separately the defendant as-  
signs separately each of the following grounds:

1. Said count fails to allege a cause of action.
2. It is not alleged that the plaintiffs are the own-  
ers of said note.
3. It is not alleged that the plaintiffs were led or  
induced to take or purchase said notes by reason of defendant's  
endorsement.
4. It is not alleged that the defendant endorsed said  
note to the plaintiffs.
5. It is not alleged that said note with interest  
thereon is still unpaid.
6. Said count does not aver or allege presentment for  
payment or notice of dishonor to the endorser.
7. It is not alleged in said count that said note was  
presented for payment at the time and place fixed therein for  
payment.
8. It is not alleged in said count that said note was  
dishonored and that notice that the same had been dishonored  
was given to said endorser.
9. It is not alleged that the necessary and proper  
steps have been taken to charge this defendant as an endorser  
on said note.
10. Said count does not allege an obligation or demand  
for which this defendant can be legally held.
11. It is not alleged that said note was ever present-  
ed for payment to the maker thereof and that the same was unpaid  
and that notice of dishonor was given to the defendant as en-

dorser, nor are any facts alleged in said count which would excuse said presentment and notice of dishonor.

12. The averment in said count that said note was "endorsed by defendant on the same date and before delivery to induce the plaintiffs, the payees of said note, to take the

same", is a conclusion of the pleader and no facts are alleged to support said conclusion.

13. It is not alleged in said count that there was any consideration moving to the defendant for his alleged endorsement.

14. No averment in said count shows any reason why the defendant would be interested in inducing the plaintiffs to accept said note and hence said count fails to allege any consideration for said endorsement.

15. The alleged consideration for said endorsement is "to induce the plaintiffs, the payees of said note, to take the same", and it is not alleged that defendant was in any way financially interested in the transaction or that any consideration moved to him through the acceptance of said note.

16. The statement in said count "to induce the plaintiffs, etc.," is a conclusion of fact and it is not shown or alleged that the plaintiffs accepted said notes on or account of the defendant's alleged endorsement nor that they would not have accepted the notes without the defendant's endorsement.

Woodford Motley

W. E. ...

Steven McCreary McLeod Ford Lewis  
Attorneys for Defendant.

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Louise Lawrenz, M. K. Lawrenz :  
and Knud Jensen, :  
Plaintiffs, :

-vs-

W. D. Stapleton, :  
Defendant. :  
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IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA.  
AT LAW.

Comes the defendant and demurs to counts 1 to 17, both inclusive, of the amended complaint in this cause, filed in this Court on November 16th, 1931, and as separate grounds of demurrer to each of said separate counts the defendant assigns separately each of the following grounds:

The defendant refiles each and every ground of demurrer heretofore assigned to each of the counts in the original complaint, which demurrers were filed in this Court on August 17th, 1931.

And defendant demurs to each separate count of the complaint as amended, numbered from 1 to 17, both inclusive, on the following separate additional grounds:

17. The statement in said count, "to induce the plaintiffs, the payees of said note, to take the same," is a conclusion of the pleader and it is not shown or alleged in what manner or in what way the defendant acted to induce the plaintiffs to accept said note.

18. Said count while purporting to show the endorsement of W. D. Stapleton does not purport to show all endorsements appearing on said note.

19. For aught appearing from said count the note sued on has been endorsed, prior to the commencement of this action, by the plaintiffs.

20. For aught appearing from said note the plaintiffs are not the owners of the note sued on.

21. Said count does not allege any consideration moving to the defendant to support his alleged endorsement of said note.

22. Said count while purporting to set out the note sued on alleges that said note is subject to the terms

of timber deed of even date therewith and for aught appearing  
the terms of said timber deed are inconsistent with the terms  
and conditions of said note and the terms of said timber  
deed are not set out.

Woodford Mobay,

Henry D. Moore

Stevens M. Coney, M. Ford Ford Jones  
Attorneys for Defendant.

STATE OF ALABAMA )  
 )  
BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon W. D. Stapleton to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County in the place of holding the same, then and there to answer the complaint of Louise Lawrenz, M. K. Lawrenz and Knud Jensen.

WITNESS MY HAND, this 18 day of July, 1931.

  
Clerk.

-000000000-

LOUISE LAWRENZ, M. K. LAWRENZ )  
and KNUD JENSEN, )  
 )  
PLAINTIFFS )  
 )  
VS )  
 )  
W. D. STAPLETON, )  
 )  
DEFENDANT )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW  
  
COMPLAINT

1. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1928, and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due March 18, 1929 with interest thereon from March 18, 1929. 7075-

2. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1929 and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due April 18, 1929 with interest thereon from April 18, 1929. 7068.33

3. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1929 and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due May 18, 1929 with interest thereon from May 18, 1929. 7061.66

4. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1929, and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same due June 18, 1929 with interest thereon from June 18, 1929. 7055-

5. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1929, and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due July 18, 1929 with interest thereon from July 18, 1929. 7048.33

6. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1929, and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due August 18, 1929 with interest thereon from August 18, 1929.

7041.66

7. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1929, and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due September 18, 1929 with interest thereon from September 18, 1929.

7035.00

8. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1929, and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due October 18, 1929 with interest thereon from October 18, 1929.

7078.33

9. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1929, and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due November 18, 1929 with interest thereon from November 18, 1929.

7071.66

10. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1929, and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due December 18, 1929 with interest thereon from December 18, 1929.

7074.00

11. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1929, and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due January 18, 1930 with interest thereon from January 18, 1930.

7007.33

12. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1929, and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due February 18, 1930 with interest thereon from February 18, 1930.

7000.66

13. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1929, and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due March 18, 1930 with interest thereon from March 18, 1930.

1994.00

14. Plaintiffs claim of the Defendant the sum of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS due by promissory note, made by Byrne Mill Company, Inc. on, to-wit: June 18, 1929, and endorsed by the Defendant on the same date and before delivery, to induce the Plaintiffs, the payees of said note, to take the same, due April 18, 1930 with interest thereon from April 18, 1930.

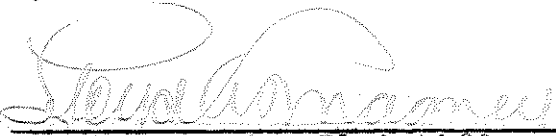
1986.33

15. Plaintiffs aver that in, by and as a part of each of the notes sued on in counts numbered 1-14 inclusive, the Defendant agreed to pay all costs of collecting said notes including a reasonable attorney's fee, and Plaintiffs aver that the sum of FIFTEEN HUNDRED & 00/100 (\$1500.00) DOLLARS is such reasonable attorney's fee and Plaintiffs further claim said sum from the Defendant.

16. Plaintiffs further aver that in by and as a part of each

1979.66

of the notes sued on in counts numbered 1-14 hereof inclusive, the Defendant waived all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama or any other state in the United States of American, and of such waiver Plaintiffs now claim the benefit. That all of said sums of money are still unpaid.

  
Attorney for Plaintiffs.

LOUISE LAWRENZ, M. K. LAWRENZ  
and KNUD JENSEN,

PLAINTIFFS

VS

W. D. STAPLETON,

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

Comes now M. K. Lawrenz, one of the Plaintiffs in the above entitled cause and for answer to the interrogatories propounded by the Defendant, deposes and says as follows:

1. My name is M. K. Lawrenz, I am 31 years of age and reside at Foley, Alabama. I am a part owner of the notes sued on, owning an undivided one-third interest in each of them and acquired such interest on the date the notes were executed.

2. I have no personal knowledge of the facts leading up to the execution and delivery of these notes. They are the same notes referred to in the contract and timber deed which is mentioned in Interrogatory No. Two.

3. After we bought the land from the Government we cut some of the timber. It was our intention to log all of the timber off and develop the land as water front and resort property. Mr. Knud Jensen was in charge of the lumbering operations and continued to cut lumber until he was injured and compelled to stop. We conducted the logging operations under the name of Clear Springs Development Company but that was merely a trade name assumed by us.

4. I believe we cut altogether two hundred thirty-seven thousand (237,000) feet of pine timber from this land.

5. On June 18, 1928 I was the owner of an undivided one-third interest in the pine timber.

6. I have no knowledge of the negotiations, contracts, statements and agreements which led up to and preceeded the sale of the timber and I had no part in any of them. I received no letters and wrote none in connection with this sale.

7. I cannot state any of the details and circumstances under which the Defendant signed these notes. There was a written



contract and a copy of it is attached to the answers of Mr. Knud Jensen. I understand that he and my father conducted the negotiations. I neither received nor wrote any letters about the contract.

8. I never had any conversation with the Defendant and did not hear any of the conversations which Mr. Jensen and my father had with him.

9. As I have stated, my father Herman Lawrenz and Mr. Jensen conducted all of the negotiations. Neither was acting for me and I was in Mobile and knew nothing about the matter until my father informed me of the terms of the proposed contract when I agreed to it. No one had any authority to act as my agent either written or verbal. After he had come to an understanding with the Defendant and Byrne Mill Company my father reported to me the terms of the proposed contract and I agreed to it.

10. The contract called for twenty-one (21) notes for One Thousand & 00/100 (\$1,000.00) DOLLARS each and seven (7) of these have been paid and fourteen (14) are unpaid.

11. A copy of the notes is attached to the answers of Mr. Knud Jensen.

12. I have no knowledge of any of these matters. I only know that we left the notes with the State Bank of Elberta for collection and that seven (7) of them were paid and fourteen (14) are unpaid.

13. I have never sold nor transferred to anyone any interest in these notes and so far as I know neither my mother nor Mr. Jensen have ever transferred their interest.

14. I never endorsed any of the notes to anyone.

15. Mr. Herman Lawrenz is my father.

16. Herman Lawrenz has never owned any interest in this timber. He had no authority to represent me in the matter but when the contract for the sale of the timber was proposed to me I accepted but I do not know anything about the negotiations leading up to the contract.

17. I never personally negotiated with anyone about the matter and Mr. Herman Lawrenz was not my agent but when he stated to me the terms of the contract I was agreeable to it and signed as one

of the parties.

18. I was not present at any conversation concerning the transaction.

19. We cut two hundred thirty-seven thousand (237,000) feet. I do not know how much Byrne Mill Company cut.

20. I do not think any timber of cutting size remained on the land after Byrne Mill Company ceased its operations.

21. We have not sold any timber from these lands since Byrne Mill Company ceased its operations.

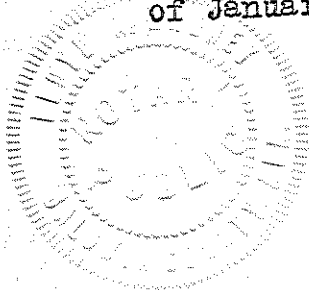
22. I do not think any timber which was conveyed to Byrne Mill Company now remains on the land.

23. There never was a time when Mr. Herman Lawrenz was acting for me and I do not know anything about what he may have said to Mr. Stapleton or anyone else.

W. H. Lawrence

Subscribed in my presence and sworn to before me this 8th day  
of January, 1932.

Stapleton  
Notary Public.



LOUISE LAWRENZ, M. K. LAWRENZ  
and KNUD JENSEN,

PLAINTIFFS

VS

W. D. STAPLETON,

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

Comes now Knud Jensen, one of the Plaintiffs in the above entitled cause, and for answer to the interrogatories propounded by the Defendant, and deposes and says as follows:

1. My name is Knud Jensen, I am        years of age and reside at Mifflin in Baldwin County, Alabama. I own one-third of the notes sued on in this case and have owned said interest ever since the notes were signed.

2. The facts leading up to the execution and delivery of said notes are that together with Louise Lawrenz and M. K. Lawrenz I became the owner, by purchase from United States of America of the following described real estate:

That portion of the Perdido Bay Military Reservation situated, lying and being in Baldwin County, State of Alabama in fractional sections 27, 34 and 35 and the east half (E $\frac{1}{2}$ ) and the southwest quarter (SW $\frac{1}{4}$ ) of fractional Section 26, all in Township Eight (8) South of Range five (5) East of St. Stephens Meridian, Alabama, containing one thousand ninety-seven and forty hundredths (1,097.40) acres more or less.....

That our purchase of this land included all of the timber on it and it was our intention to log it off and develop the land as water front or resort property. We began to cut and market the timber and have worked under the name of Clear Springs Development Company, which was merely a trade name assumed for our lumbering operations between Louise Lawrenz, M. K. Lawrenz and myself. I was in charge of the actual lumbering operations but shortly after I went to work at it hurt my back and was unable to continue. One of the Byrnes, not, however, connected with Byrne Mill Company, had been acting as our agent in selling lumber and knew that I was not able to go on with the lumbering and I think he sent his father and brother who were the members of Byrne Mill Company, Inc., to see me about buying the timber. At any rate they did come to see me several times, and

talked about buying the timber. I explained that I was only a one-third owner and had no authority to speak for any of the others but so far as I was concerned I would be willing to sell for THIRTY THOUSAND DOLLARS (\$30,000.00). I understand that they also went to see Mr. Herman Lawrenz, whose wife, Louise Lawrenz and whose son, M. K. Lawrenz, owned the other two-thirds. I never was present at any of their conversations with Mr. Lawrenz but under date of April 7, 1928 I received a letter from Byrne Mill Company offering TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) for the timber and I carried this letter to Mr. Lawrenz and consulted with him about it. Later we reached an agreement to sell for TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$23,500.00) with the dry timber taken out and on June 18, 1928 I went with Mr. Herman Lawrenz to the office of Mr. Norborne Stone in Bay Minette where a deed was drawn and the notes sued on given. The notes sued on are the same notes referred to in the contract mentioned in Interrogatory No. 2.

3. I did cut some timber off from the lands referred to. After we bought the land from the government I began to log it for myself and associates and cut two hundred thirty seven thousand (237,000) feet of pine timber from it. These operations were carried on in the name of Clear Springs Development Company and no one else, except Byrne Mill Company, has ever cut any timber from the land since we acquired title to it. There was no contract about cutting this timber except that I cut it and worked it up and sold it and divided the profits after paying the expenses, one-third to each of the parties interested.

4. Interrogatory No. 4. is answered in full by my answer to Interrogatory No. 3.

5. On June 18, 1928 Louise Lawrenz, M. K. Lawrenz and myself were the owners of all the pine timber described in Interrogatory No. 2.

6. Interrogatory No. 6 is fully answered in my answer to Interrogatory No. 2 except that the letter from Byrne Mill Company mentioned is not set out in full. I attach copy of that letter hereto marked Exhibit "A". I do not recall that I ever wrote any letters to Byrne Mill Company.

7. As stated in answer to Interrogatory No. 2 I went to Bay Minette on June 18, 1928 with Mr. Herman Lawrenz and in Mr. Stone's

office met W. H. and R. W. Byrne and after some discussion Mr. Stone drew up a timber deed and agreement and twenty-one (21) notes for ONE THOUSAND DOLLARS (\$1,000.00) each. After these papers were drawn Mr. W. D. Stapleton came up to Mr. Stone's office and this was the first time I had ever seen him or talked with him in connection with this deal. A copy of the contract is attached hereto and marked Exhibit "B". I do not know that any of us had any particular negotiations with Mr. Stone leading up to his endorsement of the notes. Both Mr. Lawrenz and I had told the Byrne Mill Company that we would not extend any credit to it and they had told me, and I understand Mr. Lawrenz as well, that Mr. Stapleton would endorse the notes and I went to Bay Minette expecting him to do so. There was no conversation between us about his doing it and I had no agent at any time who negotiated for me with Mr. Stapleton. In fact, so far as I know, the inducement for him to endorse the notes was all from the Byrnes. Certainly I never talked with him about it at any time nor did I ever receive any letter from him nor write any to him and no one ever had any authority to write him for me.

8. I do not know what conversations were had with Mr. Stapleton by anyone else. I had no agent or representative and did not talk with him myself. I did not state either to Mr. Stapleton or the Byrne Mill Company the amount of green pine timber measuring eight inches and up, twenty feet from the ground, in the lands described in Interrogatory No. 2 and in the contract referred to. In fact I told the Byrnes several times that I did not know how much timber there was on the land; that I had never estimated it myself nor had an estimate made by anyone else. They told me that they had been over the land and estimated the timber carefully and that they thought there was two and one-half million feet but I never told them anything at all about the amount because I did not know myself and do not know to this day how much timber there was on it.

9. No one represented me in the sale of this timber and in procuring Mr. Stapleton's endorsement on the notes. I was my own representative all the way through.

10. The first seven (7) of the twenty-one (21) notes referred

to in the contract have been paid. I do not know who paid them. According to the contract the notes were payable at the State Bank of Elberta and all the notes were left and collected by the bank and my account was simply credited with my share of the notes paid. Consequently, I do not know who paid them nor how they were paid.

11. I attach hereto Exhibit "C" which is a true copy of the note numbered Eight (8) which was the first note to come due which was not paid.

The other notes numbered consecutively to fourteen (14) are identical with this except that the due date is in each case one month later.

12. I do not know whether any of the notes were ever presented to Byrne Mill Company or not. They were left with State Bank of Elberta for collection and whatever was done was done by the bank. I know that seven of the notes were paid and fourteen are unpaid. I do not know whether notice of dishonor of any of the notes was ever given to Mr. Stapleton or not. I believe, however, that no form of notice was ever given by the bank although a number of letters were written and notices sent.

13. I have never negotiated, sold or transferred my interest in said notes or any one of them to anyone and I am sure that neither of the others have ever done so either.

14. I have never endorsed any of the notes to any bank of banks.

15. There is no relationship existing between me and Mr. Herman Lawrenz. We are simply friends and have had some business together.

16. I do not think that Mr. Herman Lawrenz, on June 18, 1928, owned any interest legal or equitable in the timber described in Interrogatory No. 2. His wife owned one-third and his son one-third but he himself owned none of it. He did not represent me in the sale of the timber to Byrne Mill Company and I do not know to what extent, if at all, he was authorized to represent the others.

17. As stated before, I acted for myself in the sale of this timber and Mr. Herman Lawrenz did not represent me at all.

18. I was never present at any conversation in which W. D. Stapleton took part except the one in Mr. Stone's office on the day

the notes were signed and at that time the number of feet of timber on the property described in Interrogatory No. 2 was not discussed.

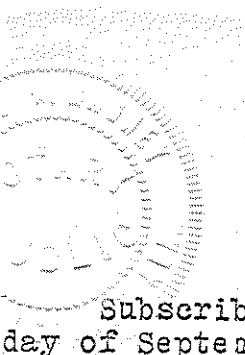
19. As stated before, two hundred thirty seven thousand (237,000) feet of the timber were cut by us.

20. I do not know how much was cut by Byrne Mill Company. I do not think any marketable timber remained on the land after Byrne Mill Company had ceased its operations. I do know they wasted lots of lumber and left a great many logs lying on the ground which has since rotted but I do not know how much this amounted to. I do not think there was any timber of the size they were entitled to under the deed, left standing.

21. I have not sold any timber from these lands since Byrne Mill Company ceased its operations.

22. I do not think there is any timber now remaining on the land that was conveyed to Byrne Mill Company.

23. As stated before, I was never present at any conversation between Mr. Herman Lawrenz and Mr. W. D. Stapleton and at no time did Mr. Herman Lawrenz represent me in the premises nor was he ever acting for me. I do not believe he ever stated to Mr. Stapleton that there was any certain amount of timber on the land as from the time we bought it until we sold it he was sick and confined to a wheel chair and I know was never able to go over the land himself and never had any estimate made of the timber by anyone else. Consequently, he did not know how much timber there was on the land and I am sure he never told Mr. Stapleton or anyone else that there was two and one-half million feet or any other definite amount.

  
Kenneth Jensen

Subscribed in my presence and sworn to before me this 30  
day of September, 1931.

John W. Magnus  
Notary Public.

Bay Minette Ala 8/7-- 28

Mr. Knud Jensen

Dear Sir

After going over your timber Carefully we make you following proposition we believe you have appx 2,500,000 ft merchantable lumber we will agree to pay your \$25000.00 dollars for all Lumber thad we can cut into Lumber this will include the dead timber and anything we might want to cut 8 inches 12 inches from ground we cant make you a large payment down 2.500.00 but will agree to pay you at the rate of 12/50 per M ft as cut and shipped. in this way we would not be long in paying you up in full we would want to put our mill on east side of Lagoon cutting this first

We would also want to operate your mill for about 30 days untill we could get our mill in operasion we would want 24 months to remove the timber with privilege of 6 mo. extension

We would not require 24 months unless the markeds get so we would not operate

Trusting above will be acceptable to you

Yours Truly

Byrne Mill Co inc

by R. W. Byrne.

Exhibit "A"



STATE OF ALABAMA     )  
BALDWIN COUNTY     )

THIS TIMBER DEED AND AGREEMENT entered into in duplicate this June 18th, 1928, by and between LOUISE LAWRENZ, M. K. LAWRENZ, KNUD JENSEN, of the first part, joined by HERMAN LAWRENZ, the husband of Louise Lawrenz, Ruby Lawrenz, the wife of M. K. Lawrenz and Anna Jensen, the wife of Knud Jensen, and the BYRNE MILL COMPANY, INC., of the second part, witnesseth:

That, for and in consideration of the moneys this day cash in hand paid to parties of first part by party of second party, receipt whereof is hereby acknowledged, of the moneys to be paid by party of second part to parties of first part, and of the mutual covenants herein contained, all as hereinafter stipulated, parties of first part have and by these presents do hereby GRANT, BARGAIN, SELL AND CONVEY unto the party of the second part all of the green pine timber measuring eight (8) inches and up, twenty (20) feet from the ground, on the following described lands in Baldwin County, Alabama, vix:-

"That portion of the Perdido Bay Military Reservation situate, lying and being in Baldwin County, State of Alabama in fractional Sections 27, 34 and 35, and the East half and the Southwest Quarter of fractional Section 26, all in Township eight (8) South of Range five (5) East (E $\frac{1}{2}$  & SW $\frac{1}{2}$  fr. Sec. 26, T8S, R5E) of St. Stephens Meridian Alabama, containing one thousand ninety-seven and forty hundredths (1097.40) acres, more or less.

Intending to describe and cover the same lands as conveyed by that certain deed from the United State of America, to parties of first party under date of April 5th, 1928, and of record in the office of the Judge of Probate of Baldwin County, Alabama in Deed Book 45 N. S., p 31.

TO HAVE AND TO HOLD unto the said party of second part, its successors and assigns subject only to the terms and conditions herein stipulated. And the parties of first part for themselves and their heirs, executors and administrators hereby covenant and warrant to and with party of second part, its successors and assigns that they are seized of an indefeasible estate in fee simple in and to said real property, that same is free from any lien or encumbrance, that they have a good right to sell and convey the

timber as herein conveyed, and that they will guarantee the peaceable possession for the term and the full enjoyment of the rights herein granted, and that they will and their heirs, executors and administrators shall FOREVER WARRANT AND DEFEND all rights herein granted unto the said party of second part, its successors and assigns against the lawful claims of all persons whomsoever.

The purchase price for the timber and rights herein conveyed is the sum of TWENTY THREE THOUSAND FIVE HUNDRED (\$23,500) DOLLARS of which party of second part has this day paid to parties of first part Twenty-five hundred(2500) Dollars in cash and has given its notes to evidence the unpaid balance, Twenty-one Thousand (21,000) Dollars, said notes consisting of twenty-one (21) notes numbered from one to twenty-one (1 to 21) inclusive, of even date herewith each in the sum of One Thousand (1000) Dollars executed by party of second part, endorsed by W. D. Stapleton, payable to the order of parties of first part at the State Bank of Elberta, Alabama, one note each month beginning August 17th, 1928 and continuing until all of said notes are so paid, said notes bearing interest at six (6) percent per annum from their respective original due dates.

And for the consideration herein above expressed, parties of first part do further GIVE AND GRANT unto the party of second part, its successors and assigns, the right to use necessary mill sites, on any part of said land, rights-of-way over and across same as are necessary and convenient for operations hereunder including the right to construct, maintain and use all necessary roads, causeways and other means of transportation in connection with operations hereunder; the right to the use of all of the present structures and houses on said property as placed there by parties of the first part, save and except the mill shed or building, and the one house on the edge of the water. Party of second part shall have the further right to construct any and all necessary or convenient houses, buildings, or structures in connection with operations hereunder and shall have the right to remove same at any time within thirty (30) days after the expiration of the term hereof.

Party of second part shall have no right to turpentine any of the timber on said land, nor shall its operations in any wise interfere with the leasehold interest of the Josephine Turpentine Co. in and to certain quarters on said lands.

Party of second part shall not cuase, permit or allow any sawdust to be placed in any of the waters on or surrounding said properties.

In event lumber prices, or lumber market, in the opinion of party of second part, justifies a shut-down or cessation of its sawmill and logging operations on said land, and such operations are ceased and shut-down, then for the period of such shut-down or suspension of operations the due dates of all of the notes then remaining unpaid hereunder shall automatically be extended for the period of such shut-down, provided and conditioned, however, upon party of second part notifying parties of first part of such shut-down within five days prior , or subsequent to the date of suspending operations, said Notice to be by letter addressed to parties of first party; or any of them at Elberta, Alabama and and deposited in a United States Post Office, postage prepaid, and conditioned further upon like Notice being given upon resuming operations; no shut-down or suspension of operations for less than a thirty (30) day period shall work any extension of the due dates of the notes then remaining unpaid. Upon there being a shut-down and suspension of operations and due notice thereof having been given, the notes so extended shall again become due and payable on the monthly basis thirty (30) days after operations are resumed. All notes not paid on original due date, whether such nonpayment be by reason of default , or on account of extension due to shut-down, shall bear interest at the rate of six (6) percent per annum from the original due date.

In event default is made in the payment of any of said notes or any part thereof, or any interest thereon, and such default continue for a period of sixty (60) days, then parties of first part may, at their option, declare all unpaid notes at once due and payable and all amounts then remaining unpaid hereunder shall be due.

Party of second party shall have and is hereby given three (3) years from the date hereof within which to cut and remove said timber and upon the expiration of said three (3) years term, all rights of party of second part in and to said timber and under this instrument (save and except the right to remove such improvements) shall cease and all timber remaining on said lands shall revert to parties of first party. This three (3) year term shall be and is hereby fixed as the maximum and no extension of the due dates of said notes, or of this term for the cutting and removal of said timber shall work through or as the result of any shut-down or suspension of operations, it being the intention of the parties hereto that all moneys shall have been paid and all peration hereunder shall have been completed upon the expiration of said three year term.

IN WITNESS WHEREOF the parties of the first part, joined by their respective husband and wives as above set out, hereunto set their hands and affix their seals, and the BYRNE MILL COMPANY, INC a corporation, cuases these presents to be executed by W. H. Byrne, as its President and attested by R. W. Byrne as its Secretary, as party of second part on the day and year first above written.

M. K. Lawrenz	(SEAL)
Ruby Lawrenz	(SEAL)
Herman Lawrenz	(SEAL)
Louise Lawrenz	(SEAL)
Knud Jensen	(SEAL)
Anna Jensen	(SEAL)

BYRNE MILL COMPANY, INC.,  
A corporation

By W. H. Byrne (SEAL)  
As its President.

ATTEST:

R. W. Byrne (SEAL)  
As its Secretary.

STATE OF ALABAMA,

BALDWIN COUNTY.

I, Norborne Stone, a Notary Public in and for said County in said State, hereby certify that W. H. Byrne and R. W. Byrne, whose names as President and Secretary, respectively, of the Byrne Mill Company, Inc., a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on

this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Notarial Seal hereto affixed by me this 18 day of June, 1928.

(SEAL)

Norborne Stone  
Notary Public, Baldwin County,  
Alabama.

STATE OF ALABAMA,

BALDWIN COUNTY.

I, L. Lindoerfer, a Notary Public in and for said County in said State hereby certify that Louise Lawrenz and Herman Lawrenz, her husband, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

And I do hereby further certify that on the 18 day of June, 1928, came before me the within named Louise Lawrenz, known to me to be the wife of the within named Herman Lawrenz, who, being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

Given under my hand and Notarial Seal hereto affixed by me this the 18 day of June, 1928.

(SEAL)

L. Lindoerfer  
Notary Public, Baldwin County,  
Alabama.

STATE OF ALABAMA,

BALDWIN COUNTY.

I, L. Lindoerfer, a Notary Public in and for said County in said State hereby certify that Knud Jensen and Anna Jensen, his wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

And I do hereby further certify that on the 18 day of June, 1928, came before me the within named Anna Jensen, known to me to be the wife of the within named Knud Jensen who, being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

Given under my hand and Notarial Seal hereto affixed by me this the 18 day of June, 1928.

(SEAL)

L. Lindoerfer  
Notary Public, Baldwin County  
Alabama.

STATE OF ALABAMA,

MOBILE COUNTY .

I, Wm. M. Rasmus, a Notary Public in and for said County in said State hereby certify that M. K. Lawrenz and Ruby Lawrenz, his wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

And I do hereby further certify that on the 18th day of June, 1928 , came before me the within named Ruby Lawrenz, who, being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord and without fear, constraints or threats on the part of the husband.

GIVEN under my hand and Notarial Seal hereto affixed by me this 18th day of June, 1928.

Wm. M. Rasmus  
Notary Public, Mobile County,  
Alabama.  
Com. Exp. 12-8-29.

Exhibit "B"

LOUISE LAWRENZ, M. K. LAWRENZ  
and Knud Jensen

PLAINTIFFS

vs

W. D. STAPLETON

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

Comes now Louise Lawrenz, one of the Plaintiffs in the above entitled cause and for answer to the interrogatories propounded by the Defendant, deposes and says as follows:

1. My name is Louise Lawrenz, I am 53 years of age and reside at Elberta, in Baldwin County, Alabama. I own one-third of the notes sued on in this case and have owned said interest ever since the notes were signed.

2. I have no personal knowledge as to the facts leading up to the execution or delivery of these notes.

3 & 4. I know that some of the timber was cut from these lands by Mr. Knud Jensen for the account of himself, my son and me and I am informed that 237,000 feet were so cut.

5. On June 18, 1928 I owned one-third of the timber on the land described in interrogatory No. 2 and my son and Knud Jensen also each owned one-third.

6-7-8-9. In reply to the interrogatories under these numbers, I state that I have no personal knowledge as to any of the matters mentioned therein. In all of the negotiations leading up to this transaction I was represented by my husband Mr. Herman Lawrenz and took no part myself in the matter at all.

10. None of the notes sued on have been paid.

11. Copies of the notes are attached to the answers of Mr. Jensen.

12. I have no knowledge of any of the matters in this interrogatory except that I know the notes have not been paid.

13. I have never sold or transferred my interest in any of the notes.

14. I have never endorsed any of the notes of any bank.

15. Mr. Herman Lawrenz is my husband.

16. Mr. Herman Lawrenz did not on June 18, 1928 own any interest in the timber except that he was my husband and I owned one-third of it. He did act for me in negotiating for the sale of the timber but without any express authority either oral or written. We talked the matter over and he attended to the details.

17. I had no negotiations with anyone about the sale of the timber.

18. I was present, or at least in the house, at all of the conversations between W. D. Stapleton, R. W. Byrne and my husband, Mr. Herman Lawrenz but was not paying any particular attention and I am unable to report the conversation between them.

19. As stated before, Mr. Jensen cut for us 237,000 feet of

timber. I do not know of anyone else cutting any until we sold the timber to the Byrnes and Mr. Stapleton.

20. I do not know.

21. We have not sold any timber from these lands since Byrne Mill Company ceased its operations.

22. I do not know.

23. I never heard Mr. Herman Lawrenz say to either Mr. Stapleton or Mr. Byrne that there was two and one-half million feet, or any other amount, of timber on this land. I did hear him say to both of them that he did not know how much timber was on the land.

Louise Lawrenz

Subscribed in my presence and sworn to before me this 30 day of September, 1931.

Henry H. H. H. H.  
Notary Public.



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Louise Lawrenz, M. K. Lawrenz:  
and Knud Jensen,

Plaintiffs. :

-vs-

W. D. Stapleton,

Defendant. :  
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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW.

INTERROGATORIES PROPOUNDED BY DEFENDANT TO PLAINTIFFS.

1. Please state your name, age and place of residence.

Are you a part owner of the notes sued on? If so, state what interest you have in each of said notes and when said interest was acquired.

2. State the facts leading up to the execution and delivery of said notes by Byrne Mill Company, Inc. Are the notes sued on the same notes referred to in contract and timber deed executed by M. K. Lawrenz, Ruby Lawrenz, Herman Lawrenz, Louise Lawrenz, Knud Jensen, Anna Jensen and Byrne Timber Company, Inc., in duplicate, on the 18th day of June, 1928, relating to the sale of "all the green pine timber measuring 8 inches and up, 20 feet from the ground, on the following described lands in Baldwin County, Alabama:

"That portion of the Perdido Bay Military Reservation situate, lying and being in Baldwin County, State of Alabama in fractional Sections 27, 34 and 35, and the East half and the Southwest Quarter of fractional Section 26, all in Township eight South of Range five East (E $\frac{1}{2}$  & SW $\frac{1}{4}$  fr. Sec. 26, T8S, R5E) of St. Stephens Meridian Alabama, containing one thousand ninety-seven and forty hundredths (1097.40) acres, more or less.

Intending to describe and cover the same lands as conveyed by that certain deed from the United States of America to parties of first part under date of April 5th, 1928, and of record in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 45 N. S., p. 31."

3. Did you or either of you, or any firm or corporation in which you or any one of you are interested, ever cut any pine timber from the lands described in interrogatory No. 2? If so, state the name of the person, firm or corporation cutting said timber.

4. If any pine timber was cut from said lands by one of you or any firm or corporation in which you were interested prior to the 18th day of June, 1928, please state how much

agent or representative to the defendant in regard to the procurement of said endorsement, attach to your answer a copy or copies of said letter or letters.

8. State in detail exactly and precisely what conversations were had between you and either of you or your agents or other representatives with the defendant prior and in regard to his endorsement of said notes. State whether or not <sup>in</sup> such negotiations you or either of you and if so which of you stated to the said Byrne Timber Company, Inc., a corporation, and/or to the defendant, W. D. Stapleton, the amount of green pine timber measuring 8 inches and up, 20 feet from the ground, on the lands described in interrogatory No. 2 and in the contract referred to.

9. Who represented you in the sale of said timber to the said Byrne Mill Company, Inc., and in procuring the endorsement of the defendant on said notes? If you have <sup>not</sup> already stated fully and completely everything that was had and done in connection with the procurement of said endorsement, please do so.

10. State whether any of the notes referred to in said contract have been paid and if so by whom.

11. Attach to your answer a true copy of each of the notes sued on together with any and all endorsements thereon appearing at the date of the filing of this suit.

12. State whether or not said notes and/or each of them were ever presented to Byrne Timber Company, Inc., for payment and if so when and where. State whether or not said notes were paid upon said presentation if such presentation was made. If payment was not made, state whether or not any notice of the dishonor of said note or notes was ever given to the defendant and if so how, when and where. If said notice was in writing and given either by you or some bank or banks as your agent, please attach to your answer a copy of said notice.

13. State whether or not either of you has negotiated sold or transferred his or her interest in said notes or any one of them to one of yourselves or to some other person, firm, bank or other corporation, and if so, state the date of said

pine timber was cut. State whether or not any pine timber was cut from said lands by any person, firm or corporation under contract with either of you and if any pine timber was so cut, state the number of feet so cut, and if the same was cut under a written contract attach to your deposition a copy of said contract. If said timber was cut under a verbal contract, state the terms and conditions of said contract.

5. State whether or not on June 18th, 1928, you or either of you were the owners of, or the owner of, any interest therein, in the pine timber described in interrogatory No. 2.

6. State fully all of the negotiations, contracts, statements and agreements which led up to and preceded the sale of the timber described in interrogatory No. 2 to Byrne Mill Company, Inc., and if the negotiations for the sale of said timber were oral state what part you and each of you had in said negotiations. If there were any letters received by you from Byrne Mill Company, Inc., relating to said purchase please attach to your answer the originals or copies of said letters. If any letters were written by you to the Byrne Mill Company, Inc., in any manner discussing or relating to said purchase of said timber, attach to your answer a copy of said letter or letters.

7. State fully and in detail and the circumstances under which the defendant signed said notes as endorser. If there was any written agreement touching or in any manner referring to said matter please attach to your answer a copy of said contract. State which of you conducted negotiations with the defendant leading up to the procurement of his endorsement of said note. If such negotiations were had and neither of you conducted said negotiations, state the name of the agent or agents of that one of you who did conduct said negotiations. If there were any letters received by you from the defendant relating to said endorsement or the facts and circumstances under which the defendant became an endorser of said notes, attach to your answer a copy or copies of said letter or letters. If any letters were written by you or either of you or by your

transfer or assignment and the extent thereof and to what note or notes the same relates. If said transfer or assignment or transfers or assignments were in writing, attach to your answer a copy or copies thereof.

14. Were said notes, or either of them, and if so, which of them, ever endorsed by you to any bank or banks, and if so, state the date of said endorsement and the bank or banks to whom the same were so endorsed. Have said note or notes if endorsed as aforesaid been re-endorsed or re-delivered to you or either of you. If so, state in each instance the date of said endorsement and re-endorsement and re-delivery.

15. State the relationship, which exists between each of you, if any, and Mr. Herman Lawrenz?

16. State whether or not on June 18th, 1928 the said Herman Lawrenz owned any interest, legal or equitable, in the timber described in interrogatory No. 2? Did the said Herman Lawrenz represent you and each of you in the sale of the said timber to Byrne Mill Company, Inc.? If you have stated that he did, then state in detail the authority by which he was acting in the premises?

17. Did you or either of you negotiate with the said Byrne Mill Company, Inc., for the sale of this timber or was this entire transaction handled by Mr. Herman Lawrenz as your agent?

18. Were you present at a conversation between the defendant, W. D. Stapleton and R. W. Byrne, representing the Byrne Mill Company, Inc. at the time the question of the number of feet of timber on the property described in interrogatory No. 2 was discussed? If you were present, state what was said in said conversation by Mr. Herman Lawrenz, by W. D. Stapleton and by Mr. Byrne?

19. State how many feet of timber have been cut by any and all parties since you acquired the title to this property described in interrogatory No. 2? Include in this answer all timber cut by you or by anyone acting for you or under contract from you?

20. How much timber was cut from said lands by Byrne Mill Company, Inc.? Was any timber left on said lands after Byrne Mill

Company ceased its operations? If so, how much timber remained on said lands?

21. Have you sold any timber from these lands since Byrne Mill Company, Inc. ceased its operations? If so, how much?

22. How much timber, in your judgment, now remains on said lands that was conveyed to Byrne Mill Company by the deed above referred to?

23. State whether or not Mr. Herman Lawrenz, in a conversation with the Defendant, W. D. Stapleton, at which Mr. R. W. Byrne was present, and at a time when the said Herman Lawrenz was acting for you in the premises, stated that there were two and one-half million feet of pine timber on the property of the dimensions described in the deed hereinabove referred to.

*Henry D. Moore.*

*Woodford Mabry.*

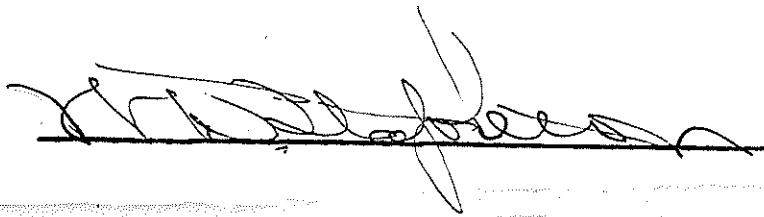
*Stephen M. Perry M. Ford Goddard*  
*Attys for Defendant.*

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me, the undersigned authority, in and for said County in said State, personally appeared W. D. Stapleton who is known to me and who after being by me first duly sworn does depose and say under oath as follows:

That his name is W. D. Stapleton; that he is the defendant in the certain cause now pending in the Circuit Court, Baldwin County, Alabama, At Law, wherein Louise Lawrenz, M. K. Lawrenz and Knud Jensen are Plaintiffs and he is Defendant; That the answers of the Plaintiffs to the foregoing interrogatories, if truly and correctly made, will be material testimony for the defendant in said cause.

A handwritten signature in dark ink, appearing to be "Margaret Higgins", written over a horizontal line.

Sworn to and subscribed  
before me this 17<sup>th</sup> day of August, 1921.

Margaret Higgins.  
Notary Public, Baldwin County, Alabama.

LLOYD A. MAGNEY  
ATTORNEY AND COUNSELLOR AT LAW  
FOLEY, ALABAMA

October 2, 1931.

Hon. T. W. Richerson,  
Clerk of the Circuit Court,  
Bay Minette, Ala.

Dear Mr. Richerson:-

I enclose herewith the answers of the Plaintiffs to  
the interrogatories propounded by the Defendant in the case  
of Louise Lawrenz, et al vs W. D. Stapleton.

Please file the same.

Very truly yours,

*Lloyd A. Magney*

lam/lff  
encl.